

Amendment to Declaration of Restrictive Covenants and Environmental Protection Easement

MDEQ Reference No.: RC-RRD-03-052

U.S. EPA Site No.: 059B

Pursuant to Paragraph 12 of the Declaration of Restrictive Covenants and Environmental Protection Easement executed on March 16, 2005 and recorded on March 25, 2005 in the Allegan County Register of Deeds at Liber 2811, pages 584-593 ("2005 Declaration of Restrictive Covenant," or "2005 DRC"), the undersigned Parties agree to modify the 2005 DRC as set forth in this document ("Amendment to Declaration of Restrictive Covenants and Environmental Protection Easement," or "Amendment").

Parties

Weyerhaeuser Company purchased the Property as defined in the 2005 DRC from Plainwell, Inc. by deed dated August 29, 2008. Weyerhaeuser Company subsequently conveyed the Property to its subsidiary, Weyerhaeuser NR Company (WNR) by deed dated January 1, 2009. WNR is both an Owner and an Owner Subsequent to Plainwell Inc. as defined in the 2005 DRC. In accordance with the terms of the 2005 DRC, the obligations and restrictions of the 2005 DRC are applicable to and binding on WNR at the time of the execution of this Amendment. WNR is authorized to execute this Amendment. The Michigan Department of Environmental Quality (MDEQ), as the Grantee of the 2005 DRC, and the United States of America, by and through the United States Environmental Protection Agency (U.S. EPA), as the Third Party Beneficiary of the 2005 DRC, are the other two Parties to this Amendment. (WNR, MDEQ and U.S.EPA are referred to collectively as the "Parties".)

Amending Language:

The Parties agree to amend the 2005 DRC as follows:

1. The definition of “owner” in the Definitions section on page 585 of Liber 2811 is amended to read as follows:

“Owner” means, at any given time, the then current title holder of the Property or any portion thereof.”

2. Paragraph 3 on page 587 of Liber 2811 is amended to add subparagraph (3)(c):

"(c) Any construction of or use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are necessary for Response Activities or testing and monitoring groundwater contamination levels in accordance with plans approved by the MDEQ or the U.S. EPA is prohibited. Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations including, but not limited to, Part 201 of the NREPA."

3. Paragraph 11 on page 589 of Liber 2811 is amended as follows:

- Strike “Eileen L. Furey” and add “Leslie Kirby-Miles” for U.S. EPA Associate Regional Counsel contact.
- Strike “Suzanne D. Sonneborn” and add “Assistant in Charge” for Michigan Department of Attorney General contact.

The Amendment will become effective upon all Parties signatures. The remainder of the Declaration of Restrictive Covenants and Environmental Protection Easement remains in full force and effect.

Weyerhaeuser NR Company

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, known to me to be the _____ of Weyerhaeuser NR Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Name

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

A.P. Couture

Anne P. Couture
Michigan Department of Environmental Quality
Acting Chief, Remediation Division

STATE OF MICHIGAN)
)ss.
COUNTY OF Ingham)

On this 12th day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Michigan, personally appeared Anne P. Couture known to me and executed the foregoing instrument Amendments, and acknowledged the said instrument to be the free and voluntary act, for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Kathleen J. Sruba

Name

Kathleen J. Sruba

NOTARY PUBLIC in and for the State of
Michigan, residing at Lansing, Michigan
County of Appointment: Eaton
My commission expires 9/15/2012

Richard C. Karl

Richard C. Karl, Director
Superfund Division
U.S. EPA

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

On this 12th day of JUNE, 2012, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared RICHARD C. KARL known to me and executed the foregoing instrument, Amendment to Declaration of Restrictive Covenants and Environmental Protection Easement, and acknowledged the said instrument to be the free and voluntary act, for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

JOHN V. FAGIOLO
Name

John V. Fagiolo
NOTARY PUBLIC in and for the State of
Illinois, residing at CHICAGO COOK COUNTY
My commission expires 3/13/14



